SERFF Tracking Number: GRAX-126436271 State: Arkansas
Filing Company: Annuity Investors Life Insurance Company State Tracking Number: 44435

Company Tracking Number: P1429809NW

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW

Filing at a Glance

Company: Annuity Investors Life Insurance Company

Product Name: Annuity Individual Fixed SERFF Tr Num: GRAX-126436271 State: Arkansas TOI: A02I Individual Annuities- Deferred Non-SERFF Status: Closed-Approved-State Tr Num: 44435

Variable Closed

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: P1429809NW State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: SPI Disposition Date: 01/05/2010

GreatAmericanFinancialRes

Date Submitted: 12/30/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: Annuity Individual Fixed Status of Filing in Domicile: Pending

Project Number: P1429809NW Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type:

Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 01/05/2010 Explanation for Other Group Market Type:

State Status Changed: 01/05/2010

Deemer Date: Created By: SPI GreatAmericanFinancialRes

Submitted By: SPI GreatAmericanFinancialRes Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards. This form was filed in Ohio, our state of domicile, on 12/29/2009.

Form P1429809NW is an individual flexible premium deferred annuity contract. This form will be marketed to the

SERFF Tracking Number: GRAX-126436271 State: Arkansas
Filing Company: Annuity Investors Life Insurance Company State Tracking Number: 44435

Company Tracking Number: P1429809NW

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW

general public through appropriately licensed representatives. This contract can be issued as either a non- tax qualified annuity by itself or a tax qualified annuity by attaching one or more endorsements.

Company and Contact

Filing Contact Information

Roy Woods, Compliance Analyst rwoods@gafri.com

P. O. Box 5420 513-412-2826 [Phone] 12826 [Ext]

Cincinnati, OH 45201-5420 513-412-1470 [FAX]

Filing Company Information

Annuity Investors Life Insurance Company CoCode: 93661 State of Domicile: Ohio

P.O. Box 5423 Group Code: 84 Company Type:
Cincinnati, OH 45201-5423 Group Name: Great American State ID Number:

Financial Resources, Inc.

(800) 854-3649 ext. [Phone] FEIN Number: 31-1021738

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Annuity Investors Life Insurance Company \$50.00 12/30/2009 33172964

SERFF Tracking Number: GRAX-126436271 State: Arkansas

Filing Company: Annuity Investors Life Insurance Company State Tracking Number: 44435

Company Tracking Number: P1429809NW

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted			
Approved- Closed	Linda Bird	01/05/2010	01/05/2010			

Company Tracking Number: P1429809NW

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW

Disposition

Disposition Date: 01/05/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: P1429809NW

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	NW - GMIR Determination, NW - GMIR		Yes
	Example		
Supporting Document	NW - Explanation of Variables		Yes
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT	,	Yes
	AR - NAIC FORM FILING ATTACHMEN	Т	
Supporting Document	Cover Letter		Yes
Form	Individual Deferred Annuity Contract		Yes

Company Tracking Number: P1429809NW

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW

Form Schedule

Lead Form Number: P1429809NW

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	P1429809NPolicy/Cont Individual Deferred		Initial		53.000	P1429809NW
	W ract/Fratern Annuity Contract					.PDF
		al				
		Certificate				



Home Office: Cincinnati, Ohio Fixed Administrative Office: P.O. Box 5420, Cincinnati, Ohio 45201-5420

Individual Deferred Annuity Contract

Flexible Purchase Payments
Nonparticipating - No Dividends

TWENTY DAY EXAMINATION-RIGHT TO CANCEL

You may cancel this contract ("Contract") by returning it and giving us written notice of cancellation. You have until midnight of the twentieth (20th) day following the day you receive this Contract, or such longer time as may be provided by law. If you purchased this Contract to replace an existing annuity contract, you have until midnight of the thirtieth (30th) day following the day you receive this Contract. This Contract must be returned and the required notice must be given to us or to the producer who sold it to you, in person or by mail. If by mail, the return of this Contract or the notice is effective on the date it is postmarked, with the proper address and with postage paid. If you cancel this Contract as set forth above, this Contract shall be void and we will refund the Purchase Payments made for it.

As you read through this Contract, please note that the words "we", "us", "our", and "Company" refer to Annuity Investors Life Insurance Company. The words "you" and "your" refer to the Owner, including a joint owner, if any. "Administrative Office" means our home office or any other place of business that we may designate for administration.

This is a deferred annuity contract. It is a legally binding agreement between you and us.

PLEASE READ YOUR CONTRACT WITH CARE.

MARK F. MUETHING SECRETARY CHARLES R. SCHEPER PRESIDENT

Charles R Schepen

CONTRACT SPECIFICATIONS

OWNER: [JOHN DOE]

AGE OF OWNER AS OF CONTRACT ISSUE DATE: [35]

[JOINT OWNER:] [N/A]

[AGE OF JOINT OWNER AS OF CONTRACT ISSUE DATE:] [N/A]

ANNUITANT: [JOHN DOE]

[AGE OF ANNUITANT AS OF CONTRACT ISSUE DATE:] [35]

CONTRACT NUMBER: [000000000]

TAX QUALIFIED CONTRACT: [YES—TAX QUALIFICATION ENDORSEMENT INCLUDED] [NO]

CONTRACT ISSUE DATE: [DECEMBER 01, 2009]

ANNUITY COMMENCEMENT DATE: [DECEMBER 01, 2069]

AMOUNT OF INITIAL PURCHASE PAYMENT: [\$1,000]

GUARANTEED INTEREST RATE: [1.0%]

MINIMUM PURCHASE PAYMENT: [\$2,000]

MAXIMUM TOTAL PURCHASE PAYMENTS: [\$750,000]

MINIMUM REQUIRED VALUE: [\$1,000]

ACCOUNT VALUE PAYMENT PERIOD: [5] years

EARLY WITHDRAWAL CHARGE RATE SCHEDULE:

Number of full years elapsed since date on which related Purchase Payment was applied to Contract	Early Withdrawal Charge Rate		
0	9%		
1	8%		
2	7%		
3	6%		
4	5%		
5	4%		
6 or more	0%		

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INQUIRIES: For information and assistance, or to make a complaint, call or write:

Policyowner Service Department Annuity Investors Life Insurance Company P.O. Box 5420 Cincinnati, Ohio 45201-5420 1-800-854-3649

If you prefer, you may visit us at our website, www.GAFRI.com.

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DEFINITIONS

Annuity Benefit: The payments that may be made under the ANNUITY BENEFIT section of this Contract.

Annuity Commencement Date: The first day of the first payment interval for which payment of an Annuity Benefit is to be made.

Beneficiary: The person entitled to receive any Death Benefit that is to be paid under this Contract.

Contract Anniversary: The date in each year that is the annual anniversary of the Contract Effective Date.

Contract Effective Date: The date as of which the first Purchase Payment is applied to this Contract.

Contract Year: Each twelve (12) month period that begins on the Contract Effective Date or on a Contract Anniversary.

Death Benefit: The benefit described in the DEATH BENEFIT section of this Contract.

Death Benefit Commencement Date: The first day of the first payment interval for a Death Benefit that is paid as periodic payments; or the date of payment for a Death Benefit that is paid as a lump sum.

Due Proof of Death: One (1) of the following:

- 1) a certified copy of a death certificate; or
- 2) a certified copy of a decree that is made by a court of competent jurisdiction as to the finding of death.

We may also accept other proof that is satisfactory to us.

Purchase Payment: An amount received by us for this Contract. This amount is after the deduction of any fee charged by the person remitting payments. It is also after the deduction of any taxes withheld from the payment.

Tax-Qualified Contract: An annuity contract that is intended to qualify for special tax treatment for retirement savings. Whether this is a Tax-Qualified Contract is set out on the Contract Specifications page.

Written Request: Information provided, or a request made, that is:

- 1) complete and satisfactory to us;
- 2) sent on our form or in a manner satisfactory to us, which may, at our discretion, be by telephone or electronic means; and
- 3) received by us at our Administrative Office.

A Written Request is subject to any payment that we make before we acknowledge it. It is also subject to any action that we take before we acknowledge it. We will deem a Written Request to be a standing order. It may be modified or revoked only by a subsequent Written Request, when permitted by the terms of this Contract. You may be required to return this Contract to us in connection with a Written Request.

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GENERAL PROVISIONS

Entire Contract

This Contract is an individual deferred fixed annuity contract. It is restricted by endorsement as required to obtain favorable tax treatment under the federal tax law. This Contract, any application for it, any endorsements to it, and any riders and rider applications, form the entire contract between you and us.

Only statements that you have made in consideration for this Contract or a rider will be used to defend a claim based on it, or to void this Contract or a rider. Such statements are treated as representations and not warranties.

Changes – Waivers

No changes or waivers of the terms of this Contract are valid unless made in writing and are signed by our President, Vice President, or Secretary. No other person or producer has authority to change or waive any provision of this Contract. We reserve the right both to administer and to change the terms of this Contract to conform to pertinent laws and governmental regulations and rulings.

Nonparticipating

This Contract does not pay dividends or share in the Company's divisible surplus.

Misstatement

If the age of a person is misstated, payments shall be adjusted to the amount that would have been payable based on the correct age. If payments based on the correct age would have been higher, we will promptly pay the underpaid amount in one (1) sum, with interest. If payments based on the correct age would have been lower, we may deduct the overpaid amount, with interest, from succeeding payments. We may also pursue other remedies at law or in equity. The interest to be paid or charged shall be at the rate used to calculate the payments, but shall not exceed six percent (6%) per year.

Required Reports

At least once each Contract Year, we will send you a report of your current values. We will also provide any other information required by law. These reports will stop on the earliest of the following dates:

- 1) the date that this Contract is surrendered;
- 2) the Annuity Commencement Date; or
- 3) the Death Benefit Commencement Date.

The reports will be mailed to your last known address. If permitted by law, in lieu of that we may deliver these and other required documents in electronic form. The reported values will be based on the information in our possession at the time that we prepare the report. We may adjust the reported values at a later date if that information proves to be incorrect or has changed.

Exclusive Benefit

Your rights as Owner of this Contract are for the exclusive benefit of you and your Beneficiaries. Your rights as Owner of this Contract are nonforfeitable by us.

State Law

All factors, values, benefits, and reserves under this Contract shall not be less than those required by the law of the state in which this Contract is delivered.

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Claims of Creditors

To the extent allowed by law, your rights as Owner of this Contract and all values and benefits under it are not subject to the claims of creditors or to legal process.

Company Liability

We will not be liable for any loss that is related to a failure by you, or by any other person having rights or benefits under this Contract, to comply with pertinent laws and governmental regulations or rulings.

Incontestability

This Contract is not contestable by us, except to the extent stated in an application, rider, or endorsement, if any.

Discharge of Liability

We will be discharged from all liability to the extent of each payment that is made for a withdrawal, surrender, Annuity Benefit, or Death Benefit.

Transfer by the Company

We reserve the right to transfer our obligations under this Contract to another qualified life insurance company under an assumption or reinsurance arrangement. We may make such a transfer without your consent.

Taxes

Some states impose on the Company a premium tax or other taxes on annuities. If a premium tax or other tax is charged or due, we reserve the right to deduct this amount from the Purchase Payment or Account Value at the time that it is imposed.

Proof of Death

Before making payment of a Death Benefit, or any other payment or transfer of ownership rights that depends on the death of a specified person, we will require Due Proof of Death. We may delay making any payment until it is received.

PURCHASE PAYMENTS

One (1) or more Purchase Payments may be paid to us so long as each Purchase Payment is received by us at our Administrative Office on or before the earliest of the following:

- 1) the Annuity Commencement Date;
- 2) a death for which a Death Benefit is payable; and
- 3) the date that this Contract is surrendered.

The initial Purchase Payment must be received by us on or before the Contract Effective Date. Unless we agree, each Purchase Payment must be at least the Minimum Purchase Payment, and the sum of all Purchase Payments cannot exceed the Maximum Total Purchase Payments. The Minimum Purchase Payment and the Maximum Total Purchase Payments are set out on the Contract Specifications page. Upon request, we will provide you with a receipt as proof of payment.

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CONTRACT VALUES

Account Value

The Account Value of this Contract at any time is equal to:

- 1) one hundred percent (100%) of the Purchase Payments received by us; minus
- 2) all withdrawals and applicable Early Withdrawal Charges; plus
- 3) interest earned; and minus
- 4) premium tax or other taxes, if applicable.

Surrender Value

The Surrender Value of this Contract at any time is equal to the greater of:

- the Account Value less the Early Withdrawal Charge that would apply on a surrender of this Contract: or
- 2) the Guaranteed Minimum Surrender Value.

Guaranteed Minimum Surrender Value

The Guaranteed Minimum Surrender Value is equal to:

- 1) the Account Value accumulated at the Guaranteed Interest Rate until the next Contract Anniversary following your 70th birthday (or of the eldest owner, if jointly owned) or to the tenth (10th) Contract Anniversary, whichever is later; then
- 2) discounted back to the present at a rate equal to the sum of one percent (1%) plus the Guaranteed Interest Rate.

The Guaranteed Interest Rate is set out on the Contract Specifications page.

Early Withdrawal Charge

An Early Withdrawal Charge shall be deducted from the Account Value of this Contract if prior to the end of the Early Withdrawal Charge period set out on the Contract Specifications page:

- 1) it is surrendered:
- 2) a withdrawal is taken; or
- 3) it is annuitized for a period of less than the Account Value Payment Period, as set out on the Contract Specifications page.

The Early Withdrawal Charge shall be equal to the Early Withdrawal Charge rate multiplied by the amount that you withdraw, surrender, or annuitize that is subject to such charge, which includes the amount needed to pay the Early Withdrawal Charge itself. The Early Withdrawal Charge rates are set out on the Contract Specifications page.

The Early Withdrawal Charge rate depends on the Purchase Payment to which the amount subject to the charge is attributable. It varies based on the number of full years that have elapsed since the date on which the Purchase Payment was applied to the Contract. The compounded interest earned on a Purchase Payment is treated as attributable to that Purchase Payment. In the case of a partial withdrawal, the withdrawal and the applicable Early Withdrawal Charge is treated as coming from the earliest Purchase Payment and related earnings remaining in the Contract.

No Early Withdrawal Charge shall apply after the tenth (10th) Contract Anniversary.

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Free Withdrawal Allowance

On or after the first Contract Anniversary, the Early Withdrawal Charge shall not apply to the extent that the total amounts withdrawn, surrendered, or annuitized during the same Contract Year do not exceed ten percent (10%) of the Account Value as of the most recent Contract Anniversary. You may not carry over any unused part of your free withdrawal allowance from one Contract Year to the next.

INTEREST

Interest Crediting

Interest under this Contract is credited daily and compounded annually. Interest shall be credited to a given Purchase Payment beginning on the date that we receive it. We will stop crediting interest on all withdrawals and applicable Early Withdrawal Charges as of the date of the withdrawal. We will stop crediting interest on all amounts applied to an Annuity Benefit as of the Annuity Commencement Date. We will stop crediting interest on the Account Value as of the date of death for which a Death Benefit is payable.

Guaranteed Interest

This Contract, as a whole, shall be credited with interest at an annual effective rate of at least the Guaranteed Interest Rate. The Guaranteed Interest Rate is set out on the Contract Specifications page.

Current Interest

The Board of Directors of the Company, at its discretion and at any given time, may declare and pay interest at a rate that is higher than, and in lieu of, the Guaranteed Interest Rate. Once declared, such rate shall be paid until changed.

SURRENDER AND WITHDRAWALS

Surrender

You may surrender this Contract in full for the Surrender Value at any time before the earlier of:

- 1) the Annuity Commencement Date; or
- 2) a death for which a Death Benefit is payable.

A surrender must be made by Written Request. In the case of a surrender, this Contract shall terminate.

The amount paid upon a surrender shall be reduced by:

- 1) rider fees and charges, if any; and
- 2) the outstanding balance of any loans, if any.

Withdrawals

You may take withdrawals from this Contract at any time before the earliest of:

- 1) the Annuity Commencement Date;
- 2) a death for which a Death Benefit is payable; or
- 3) the date that this Contract is surrendered.

A withdrawal must be made by Written Request. The amount of any partial withdrawal must be at least \$500. No partial withdrawal can be made if it would reduce the Account Value of this Contract to less than the Minimum Required Value, net of any loan. The Minimum Required Value is set out on the Contract Specifications page.

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Exchanges, Transfers, and Rollovers

An amount paid on a withdrawal or surrender may be paid to or for another annuity or tax-qualified account in a tax-free exchange, transfer, or rollover to the full extent allowed by federal tax law.

Termination

We reserve the right to terminate this Contract at any time that the Account Value is less than the Minimum Required Value. The Minimum Required Value is set out on the Contract Specifications page. If we terminate this Contract for this reason, we will pay you the Surrender Value. We will not terminate this Contract at a time when a distribution to you is prohibited by the tax qualification or other endorsement.

Deferral of Payment

We reserve the right to delay payment of a surrender or withdrawal after we receive your Written Request for it. Upon receipt of written approval from the commissioner of insurance of the state in which this Contract was delivered, we may delay such payment for up to six (6) months.

OWNERSHIP PROVISIONS

Owner

The Owner of this Contract is the person or persons named as such on the Contract Specifications page, or the person or persons you designate under the *Transfer of Ownership* provision of this Contract.

Unless it is stated otherwise, the Owner may exercise all of the ownership rights under this Contract.

If you or a joint owner is a non-natural person, then the age of the eldest Annuitant is treated as the age of such Owner for all purposes under this Contract. A trustee or plan sponsor that owns this Contract is considered to be a non-natural person for all purposes under this Contract.

Joint Ownership

If this is a Tax-Qualified Contract, then no joint owner is permitted except where the Contract is owned by multiple plan sponsors or trustees.

If this is not a Tax-Qualified Contract, then two (2) persons may jointly own this Contract. If there is a joint owner, then you and the joint owner must exercise all rights of ownership by joint action.

Assignment

If this is a Tax-Qualified Contract, then you may not pledge, charge, encumber, or in any way assign your interest in this Contract except to limited extent as may be provided in the tax qualification endorsement and the loan endorsement, if any.

If this is not a Tax-Qualified Contract, then you may not pledge, charge, encumber, or in any way assign your interest in this Contract, except as permitted under the *Transfer of Ownership* provision.

Transfer of Ownership

If this is a Tax-Qualified Contract, then you may not transfer, sell, or in any way alienate your interest in this Contract except to the limited extent provided in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then you may transfer ownership at any time during your lifetime. A transfer must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of an Annuitant or Beneficiary or a settlement option election.

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Successor Owner

In some cases, your spouse may succeed to the ownership of this Contract after your death. Specifically, if a Death Benefit is payable on account of your death and your spouse is the sole Beneficiary under this Contract, he or she shall become the successor owner of this Contract if:

- 1) you make that Written Request before your death; or
- 2) after your death, your spouse makes that Written Request within one (1) year of your death and before the Death Benefit Commencement Date.

A successor owner shall succeed to all rights of ownership under this Contract except the right to name another successor owner.

If the successor owner is not your spouse as defined by federal tax law, then the Contract values must be distributed after your death as required by the **Death Benefit Distribution Rules** provision of this Contract.

Community Property

If you live in a community property state and have a spouse at any time while you own this Contract, the laws of that state may vary your ownership rights.

ANNUITANT PROVISIONS

Annuitant

If this it a Tax-Qualified Contract, then the Annuitant is the Owner, or if the Owner is the plan sponsor or trustee, then the Annuitant is the designated natural person covered under the Plan for whose benefit this annuity contract was purchased.

If this is not a Tax-Qualified Contract, then the Annuitant is the natural person or persons designated by you under the **Designation of Annuitant** provision of this Contract; if you do not designate an Annuitant or if no Annuitant designated by you is surviving, then the Annuitant shall be each Owner who is a natural person.

Designation of Annuitant

If this is a Tax-Qualified Contract, and if the Owner is the plan sponsor or trustee, then the Annuitant must be designated before the Contract Issue Date. The Contract Issue Date is set out on the Contract Specifications page. The designation must be made by Written Request, and cannot be changed.

If this is not a Tax-Qualified Contract, then except as provided below, you may make or change a designation of Annuitant at any time before the Annuity Commencement Date. If you or a joint owner is a non-natural person, then the Annuitant must be designated before the Contract Issue Date. The Contract Issue Date is set out on the Contract Specifications page. After the Contract Issue Date, a designation of Annuitant may not be changed while the Owner or joint owner is a non-natural person. For this purpose, a trustee is considered to be a non-natural person. A designation of Annuitant must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of Beneficiary or a settlement option election. A designation may name two (2) or more natural persons jointly as the Annuitant. On the death of a joint Annuitant, the survivor shall become the sole Annuitant. A designation may name a natural person as a contingent Annuitant. A contingent Annuitant shall become the Annuitant only if there is no surviving primary Annuitant.

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BENEFICIARY PROVISIONS

Beneficiary

If there is a joint owner and that joint owner survives you, then that joint owner is the Beneficiary, regardless of any designation made by you. If there is no joint owner who survives you, then the Beneficiary is the person or persons that you designate under the **Designation of Beneficiary** provision of this Contract. If there is no joint owner or Beneficiary designated by you that survives you, then your estate shall be the Beneficiary.

A Beneficiary shall be deemed not to have survived you if he or she dies within thirty (30) days after your death.

Designation of Beneficiary

You may make or change a designation of Beneficiary at any time before the Annuity Commencement Date so long as:

- 1) you have not specified that a prior designation is irrevocable; and
- 2) no death has occurred for which a Death Benefit is payable.

A designation of Beneficiary must be made by Written Request. The Written Request must be received on or before the date of death for which a Death Benefit is payable. Except as otherwise elected or required by law, it shall not change a settlement option election.

You may designate two (2) or more persons jointly as the Beneficiary. Unless you state otherwise, joint Beneficiaries that survive you shall be entitled to equal shares. You may also designate one (1) or more persons as contingent Beneficiary. Unless you state otherwise, a contingent Beneficiary shall be entitled to a benefit only if there is no primary Beneficiary that survives you.

ANNUITY BENEFIT

Annuity Commencement Date

The Annuity Commencement Date is set out on the Contract Specifications page. You may change the Annuity Commencement Date by Written Request. Such a request must be made at least thirty (30) days prior to the date that Annuity Benefit payments are scheduled to begin.

You may not change the Annuity Commencement Date to a date earlier than the first Contract Anniversary. You may not change the Annuity Commencement Date to a date that is later than the Contract Anniversary following your 95th birthday, unless we agree.

Annuity Benefit Amount

The Account Value as of the Annuity Commencement Date shall be used to provide Annuity Benefit payments under this Contract if:

- 1) payments are to be made for life;
- 2) payments are to be made over a fixed period at least as long as the Account Value Payment Period set out on the Contract Specifications page; or
- 3) the Annuity Commencement Date is on or after the tenth (10th) Contract Anniversary.

Otherwise, the Surrender Value as of the Annuity Commencement Date shall be used to provide Annuity Benefit payments under this Contract.

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In any case, the amount used to provide Annuity Benefit payments shall be reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted; and
- 3) the outstanding balance of loans, if any.

Annuity Benefit Payments

Annuity Benefit payments shall be made to the Annuitant as payee unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or taxqualified account as permitted by federal tax law; or
- 2) you are not the Annuitant, and you elect to have Annuity Benefit payments made to you as payee.

Annuity Benefit payments for a payment interval that ends after the death of the payee shall be made to the contingent payee that by you designate. If there is no such contingent payee surviving, then such payments shall be made to the person or persons designated as contingent payee by the last payee who received payments. Failing that, such payments shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. Unless you have specified that a prior designation is irrevocable, you may designate or change the payee or contingent payee at any time, subject to the limits on primary payees described above.

In any event, the Annuitant shall be the person on whose life Annuity Benefit payments are based. No change of payee or contingent payee at any time shall change this.

Form of Annuity Benefit

Annuity Benefit payments shall be made annually under the terms of Option B with a fixed period of ten (10) years, as described in the SETTLEMENT OPTIONS section of this Contract.

In lieu of that, you may elect to have Annuity Benefit payments made pursuant to any other available option that is described in the SETTLEMENT OPTIONS section of this Contract. Such an election must be made before the Annuity Commencement Date. You may change your election so long as we receive your request for a change at least thirty (30) days prior to the date that Annuity Benefit payments are scheduled to begin.

An election or change of election must be made by Written Request. It is subject to the **Annuity Benefit Distribution Rules** provision of this Contract.

Annuity Benefit Distribution Rules

If this is a Tax-Qualified Contract, then Annuity Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then Annuity Benefit payments that are still payable after the death of the person controlling payments must be made at least as rapidly as payments were being made at the time of such death. For this purpose, the person controlling payments is:

- 1) the Owner, if the Owner has the right to change the payee; or
- 2) in all other cases, the payee.

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DEATH BENEFIT

Death Benefit

A Death Benefit is payable under this Contract if before the Annuity Commencement Date and before this Contract is surrendered:

- 1) you or a joint owner dies; or
- 2) you or a joint owner is a non-natural person, and the Annuitant dies.

For this purpose, a trustee or plan sponsor is considered to be a non-natural person, and the death of an individual who owns this Contract as a trustee or plan sponsor shall not be treated as the death of an owner.

If a Death Benefit becomes payable:

- 1) it shall be in lieu of all other benefits under this Contract; and
- 2) all other rights under this Contract shall be terminated except for rights related to the Death Benefit.

No Death Benefit shall be paid on your death if your spouse becomes the successor owner of this Contract. Only one (1) Death Benefit may be paid under this Contract.

Death Benefit Amount

The Death Benefit shall be equal to the Account Value as of the date of death for which the Death Benefit is payable.

In any case, the Death Benefit shall be reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted; and
- 3) the outstanding balance of loans, if any.

Interest on Death Benefit

We will accrue interest on the Death Benefit payable under this Contract as required by law. Such interest, if any, shall be added to the Death Benefit to be paid.

Death Benefit Commencement Date

The Beneficiary may designate the Death Benefit Commencement Date by Written Request. This request must be made within one (1) year of the date of death for which the Death Benefit is payable. It is subject to the **Death Benefit Distribution Rules** provision of this Contract. If no designation is made, then the Death Benefit Commencement Date shall be one (1) year after the date of death.

Death Benefit Payments

Death Benefit payments shall be made to the Beneficiary as payee unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or taxqualified account as permitted by federal tax law; or
- 2) the Beneficiary that is a non-natural person, and elects to have Death Benefit payments made to a payee to whom the Beneficiary is obligated to make corresponding payments.

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Any Death Benefit payments for a payment interval that ends after the death of the Beneficiary shall be made to the contingent payee designated as part of any Death Benefit settlement option election made by you. If there is no such contingent payee surviving, then such payments shall be made to the person or persons designated as contingent payee by the Beneficiary. Failing that, such payments shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. A Beneficiary may not change a contingent payee designation made as part of a Death Benefit settlement option election made by you. A Beneficiary may make or change any other payee or contingent payee designation at any time.

The Beneficiary shall be the person on whose life Death Benefit payments under a settlement option are based. No change of payee or contingent payee at any time shall change this. A Beneficiary that is a non-natural person may elect to have payments based on the life of a person to whom the Beneficiary is obligated. Such an election must be made by Written Request before the Death Benefit Commencement Date.

Form of Death Benefit

Death Benefit payments shall be made annually under the terms of Option A with a period certain of four (4) years, as described in the SETTLEMENT OPTIONS section of this Contract.

In lieu of that, you may elect at any time before your death to have Death Benefit payments made in one (1) lump sum or pursuant to any available option described in the SETTLEMENT OPTIONS section of this Contract. You may change your election of a settlement option at any time before your death.

If you do not make any such election, the Beneficiary may make that election at any time after your death and before the Death Benefit Commencement Date. A Beneficiary may change his or her own election of a settlement option so long as we receive the request for a change at least thirty (30) days prior to the date that Death Benefit payments are scheduled to begin.

An election or change of election must be made by Written Request. It is subject to the **Death Benefit Distribution Rules** provision of this Contract.

Death Benefit Distribution Rules

If this is a Tax-Qualified Contract, then Death Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then the Death Benefit must be paid either:

- 1) in full within five (5) years of such death; or
- 2) over the life of the Beneficiary or over a period certain not exceeding his or her life expectancy, with payments at least annually starting within one (1) year of such death.

However, if this is not a Tax-Qualified Contract and your spouse (as defined by federal tax law) becomes the successor owner of this Contract after your death, then:

- 1) this rule shall not apply at the time of your death; and
- 2) if your spouse later dies before the Annuity Commencement Date, this rule shall apply upon the death of your spouse, with your spouse being treated as the Owner for purposes of this rule.

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SETTLEMENT OPTIONS

Conditions

Payments under a settlement option are subject to any minimum amounts, payment intervals, and other terms and conditions that we may from time to time require. If we change our minimums, we may change any current or future payment amounts and/or payment intervals to conform to the change. More than one (1) settlement option may be elected if the requirements for each settlement option elected are satisfied. Once payment begins under a settlement option, the settlement option may not be changed.

All elected settlement options must comply with pertinent laws and governmental regulations and rulings.

If more than one (1) person is the payee under a settlement option, payments shall be made to the payees jointly. No more than two (2) persons may be initial payees under a joint and survivor settlement option.

If payment under a settlement option depends on whether a specified person is still alive, we may at any time require proof that such person is still living. We will require proof of the age of any person on whose life payments are based.

Nonhuman Payees under a Settlement Option

Except as stated below, the primary payee under a settlement option must be a human being. All settlement option payments during his or her life must be made by check payable to the primary payee or by electronic transfer to a checking or savings account owned by the primary payee. Settlement option payments may be made as a tax-free exchange, transfer, or rollover to or for another annuity or tax-qualified account to the full extent allowed by federal tax law. A nonhuman owner may be the primary payee. We may make other exceptions in our discretion.

Settlement Option Computations

The Annuity 2000 Mortality Table for blended lives (60% female/40% male), with interest at [one percent (1%)] per year, compounded annually, is used to compute all guaranteed settlement option factors, values, and benefits under this Contract. For purposes of calculating payments based on the age of a person, we will use the person's age as of his or her last birthday.

Available Settlement Options

The available settlement options are set out below.

Option A Fixed Period Annuity

We will make periodic payments for a fixed period. The first payment shall be paid as of the last day of the initial payment interval. The maximum time over which we will make payments or money shall be held by us is thirty (30) years. The Option A Table applies to this Option.

Option B Life Annuity or Life Annuity with Payments for at Least a Fixed Period

We will make periodic payments until the death of the person on whose life payments are based. If selected, we guarantee that such payments shall continue for at least a minimum fixed period even if the person should die before the end of that fixed period. The first payment shall be paid as of the last day of the initial payment interval. The Option B Table applies to this Option.

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Option C Joint and One-half Survivor Annuity

We will make periodic payments until the death of the primary person on whose life payments are based; thereafter, we will make one-half (1/2) of the periodic payment until the death of the secondary person on whose life payments are based. The first payment shall be paid as of the last day of the initial payment interval. The Option C Table applies to this Option.

We will make periodic payment in any other form of settlement option that is acceptable to us at the time of an election.

Commuted Values

Commuted values are not available unless we agree otherwise.

Settlement Option Tables

The Option Tables show the payments that we will make at sample payment intervals for each \$1,000 applied based on the guaranteed settlement option factors. Amounts may vary with the payment interval and the age of the person on whose life payments are based. Upon request, we will provide information on the payments that we will make for other payment intervals and ages.

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OPTION A TABLE - FIXED PERIOD ANNUITY

Payments for fixed number of years for each \$1,000 applied.

Term of Payments	Annual	Semi- Annual	Quarterly	Monthly
Years	71111441	71111001	<u> </u>	
1	[\$1,010.00]	[\$503.74]	[\$251.55]	[\$83.78]
2	[507.51]	[253.12]	[126.40]	[42.10]
3	[340.02]	[169.58]	[84.68]	[28.20]
4	[256.28]	[127.82]	[63.83]	[21.25]
5	[206.03]	[102.76]	[51.31]	[17.09]
6	[172.54]	86.05	[42.97]	[14.31]
7	[148.62]	[74.12]	[37.01]	[12.32]
8	[130.69]	65.18	32.55	[10.84]
9	[116.74]	58.22	29.07	9.68
10	[105.58]	52.65	[26.29]	[8.75]
11	[96.45]	[48.10]	[24.02]	[8.00]
12	[88.84]	[44.31]	[22.12]	[7.37]
13	[82.41]	[41.10]	20.52	[6.83]
14	[76.90]	38.35	[19.15]	[6.37]
15	[72.12]	35.97	[17.96]	5.98
16	[67.94]	33.88	[16.92]	5.63
17	[64.25]	32.04	[16.00]	[5.33]
18	[60.98]	[30.41]	[15.18]	[5.05]
19	[58.05]	28.95	[14.45]	[4.81]
20	[55.41]	27.63	[13.80]	4.59

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OPTION B TABLE - LIFE ANNUITY OR LIFE ANNUITY WITH PAYMENTS FOR AT LEAST A FIXED PERIOD

Monthly payments by age of the person named for each \$1,000 applied.

	Number of Months Certain							
Age	0	60	120	180	240			
55	[\$3.25]	[\$3.24]	[\$3.22]	[\$3.18]	[\$3.12]			
56	[3.33]	[3.33]	[3.30]	[3.26]	[3.18]			
57	[3.42]	[3.42]	[3.39]	[3.34]	[3.25]			
58	[3.52]	[3.51]	[3.48]	[3.42]	[3.32]			
59	[3.62]	[3.61]	[3.58]	[3.51]	[3.40]			
60	[3.73]	[3.72]	[3.68]	[3.60]	[3.47]			
61	[3.85]	[3.83]	[3.79]	[3.69]	[3.54]			
62	[3.97]	[3.95]	[3.90]	[3.79]	3.62			
63	[4.10]	[4.08]	[4.02]	[3.89]	[3.69]			
64	[4.24]	[4.22]	[4.14]	[4.00]	[3.77]			
65	[4.39]	[4.36]	[4.27]	[4.10]	[3.84]			
66	[4.55]	[4.52]	[4.41]	[4.21]	[3.91]			
67	[4.72]	[4.68]	[4.56]	[4.33]	[3.99]			
68	[4.90]	[4.86]	[4.71]	[4.44]	[4.05]			
69	[5.10]	[5.04]	[4.87]	[4.55]	[4.12]			
70	[5.30]	[5.24]	[5.03]	[4.67]	[4.18]			
71	[5.53]	[5.45]	[5.21]	[4.78]	[4.24]			
72	[5.77]	[5.68]	[5.39]	[4.89]	[4.29]			
73	[6.03]	[5.92]	[5.57]	[5.00]	[4.34]			
74	[6.31]	[6.18]	[5.76]	[5.11]	[4.38]			
75	[6.61]	[6.45]	[5.95]	[5.21]	[4.42]			
76	[6.93]	[6.74]	[6.15]	[5.31]	[4.45]			
77	[7.28]	[7.04]	[6.35]	[5.40]	[4.48]			
78	[7.66]	[7.37]	[6.55]	[5.48]	[4.50]			
79	[8.07]	[7.71]	[6.75]	[5.56]	[4.52]			
80	[8.51]	[8.07]	[6.94]	[5.63]	[4.54]			
	<u> </u>							

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OPTION C TABLE - JOINT AND ONE-HALF SURVIVOR ANNUITY

Monthly payments by ages of the persons named for each \$1,000 applied.*

	Secondary Age										
Primary Age	60	61	62	63	64	65	66	67	68	69	70
60	[\$3.39]	[\$3.42]	[\$3.44]	[\$3.46]	[\$3.48]	[\$3.50]	[\$3.52]	\$3.54	[\$3.56]	[\$3.57]	[\$3.59]
61	[3.47]	[3.49]	[3.52]	[3.54]	[3.56]	[3.59]	[3.61]	[3.63]	[3.65]	[3.66]	[3.68]
62	[3.54]	[3.57]	[3.59]	[3.62]	[3.65]	[3.67]	[3.69]	[3.72]	[3.74]	[3.76]	[3.78]
63	[3.61]	[3.64]	[3.67]	[3.70]	[3.73]	[3.76]	[3.79]	[3.81]	[3.83]	[3.86]	[3.88]
64	[3.69]	[3.72]	[3.76]	[3.79]	3.82	[3.85]	3.88	[3.91]	[3.93]	[3.96]	[3.98]
65	[3.77]	[3.80]	3.84	[3.88]	[3.91]	[3.94]	3.98	[4.01]	[4.04]	[4.07]	[4.09]
66	[3.85]	[3.89]	[3.93]	[3.97]	4.00	[4.04]	4.08	[4.11]	[4.14]	[4.18]	[4.21]
67	[3.93]	[3.97]	[4.02]	4.06	[4.10]	[4.14]	[4.18]	[4.22]	[4.25]	[4.29]	[4.32]
68	[4.01]	[4.06]	[4.11]	[4.15]	[4.20]	[4.24]	4.28	[4.33]	[4.37]	[4.41]	[4.44]
69	[4.10]	[4.15]	[4.20]	[4.25]	[4.30]	[4.34]	4.39	[4.44]	[4.48]	[4.53]	[4.57]
70	[4.18]	[4.24]	[4.29]	[4.34]	[4.40]	[4.45]	4.50	[4.55]	[4.60]	[4.65]	[4.70]

^{*} Payments after the death of the primary payee shall be one-half (1/2) of the amount shown.

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Individual Deferred Annuity Contract

Flexible Purchase Payments Nonparticipating - No Dividends

Company Tracking Number: P1429809NW

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

AR - READABILITY CERTIFICATION.PDF

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: Not applicable with this filing.

Comments:

Item Status: Status

Date:

Satisfied - Item: NW - GMIR Determination, NW -

GMIR Example

Comments:

Attachments:

NW - GMIR Determination.PDF

NW - GMIR Example.PDF

Item Status: Status

Date:

Satisfied - Item: NW - Explanation of Variables

Comments:

Attachment:

NW - Explanation of Variables.PDF

Item Status: Status

Date:

SERFF Tracking Number: GRAX-126436271 State: Arkansas 44435

Filing Company: State Tracking Number: Annuity Investors Life Insurance Company

P1429809NW Company Tracking Number:

TOI: A02I Individual Annuities- Deferred Non-Sub-TOI: A02I.002 Flexible Premium

Variable

Product Name: Annuity Individual Fixed

Project Name/Number: Annuity Individual Fixed/P1429809NW Satisfied - Item: AR - NAIC TRANSMITTAL

DOCUMENT, AR - NAIC FORM

FILING ATTACHMENT

Comments:

Attachments:

AR - NAIC TRANSMITTAL DOCUMENT.PDF AR - NAIC FORM FILING ATTACHMENT.PDF

> **Item Status: Status**

> > Date:

Cover Letter Satisfied - Item:

Comments: Attachment:

Cover Letter.PDF

STATE OF ARKANSAS

READABILITY CERTIFICATION

COMPANY NAME: Annuity Investors Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
P1429809NW	53

Signed:

Name: John P. Gruber

Title: Senior Vice President

Date: 12/30/2009

Guaranteed Minimum Interest Rate Determination Process

In the last month of each calendar quarter, the Actuarial Department will retrieve the three most recent monthly averages of the five-year Constant Maturity Treasury yields (CMT) from www.federalreserve.gov. The three months retrieved will consist of the last month of the prior quarter and the first two months of the current quarter.

Determination of Guaranteed Rate for New Issues

The Minimum Permitted Guaranteed Interest Rate (MPGIR) will be recalculated before the end of each calendar quarter. The resulting MPGIR will apply to policies issued on or after the first day of the upcoming quarter for purposes of determining those policies' guaranteed minimum interest rate. Samples of the calculations are attached.

The MPGIR will be calculated following these steps:

- 1. The 11 most recent monthly average five-year CMTs through the second month of the current quarter will be averaged.
- 2. A constant 125 basis points is subtracted from step 1.
- 3. The result from step 2 is rounded to the nearest 5 basis point increment.
- 4. The calculated result is limited to a minimum rate of 1.0% and a maximum of 3.0%.

Before the beginning of the upcoming quarter, the Interest Rate Committee will agree upon and approve a guaranteed minimum interest rate for policies issued in the upcoming calendar quarter. The guaranteed minimum interest rate will always be at least as great as the MPGIR as calculated above. The guaranteed minimum interest rate may be set higher than the MPGIR.

Redetermination of Guaranteed Rates for In-Force Contracts

The guaranteed interest rate will not be redetermined once a contract has been issued.

Oualification

I am an Associate of the Society of Actuaries and a member of The American Academy of Actuaries. I meet the Academy qualification standards for rendering these statements.

Sherri L. Isch, ASA, MAAA

Product Development Actuary

Je & Incl

Minimum Permitted Guaranteed Interest Rate (MPGIR) Calculation

	Upcoming Quarter Begins on:	1/1/2	1/1/2009		2009	7/1/2009	
<u>Step</u>			Monthly Average <u>5-YR CMT</u>		Monthly Average <u>5-YR CMT</u>		Monthly Average <u>5-YR CMT</u>
		1/31/2008	2.98%	4/30/2008	2.84%	7/31/2008	3.30%
		2/29/2008	2.78%	5/31/2008	3.15%	8/31/2008	3.14%
		3/31/2008	2.48%	6/30/2008	3.49%	9/30/2008	2.88%
		4/30/2008	2.84%	7/31/2008	3.30%	10/31/2008	2.73%
		5/31/2008	3.15%	8/31/2008	3.14%	11/30/2008	2.29%
		6/30/2008	3.49%	9/30/2008	2.88%	12/31/2008	1.52%
		7/31/2008	3.30%	10/31/2008	2.73%	1/31/2009	1.59%
		8/31/2008	3.14%	11/30/2008	2.29%	2/28/2009	1.87%
	New CMT rates input quarterly	9/30/2008	2.88%	12/31/2008	1.52%	3/31/2009	1.82%
	New CMT rates input quarterly	10/31/2008	2.73%	1/31/2009	1.59%	4/30/2009	1.86%
	New CMT rates input quarterly	11/30/2008	2.29%	2/28/2009	1.87%	5/31/2009	2.13%
1.	11 month average of 5-year CMT		2.92%		2.62%		2.28%
2.	Average less 125 bps		1.67%		1.37%		1.03%
3.	Result rounded to near 5 basis points		1.65%		1.35%		1.05%
4.	MPGIR is result capped by 3.0% with a floor of 1.0%		1.65%		1.35%		1.05%
Guar	anteed Minimum Interest Rate (GMIR) for Upcoming Quar	ter	1.65%		1.35%		1.05%

The company reduces its GMIR to 2.0%.

The company maintain its 2.0% GMIR.

Explanation of Variables Individual Flexible Premium Deferred Annuity Contract Form No. P1429809NW

BRACKETS

• Hard Brackets [] – Denote that provision or text is variable.

CONTRACT

Specifications Page

- Owner Will insert name of the Owner
- Age of Owner Will insert age of the Owner
- Joint Owner Will insert name of Joint Owner, if any
- Age of Joint Owner Will insert age of Joint Owner, if any
- Annuitant -- Will insert name of Annuitant
- Age of Annuitant Will insert age of Annuitant
- Contract Number Will insert contract number
- Tax-Qualified Contract Will insert "No" or "Yes qualification endorsement included" as appropriate
- Contract Issue Date Will insert the issue date of the policy
- Annuity Commencement Date Will insert annuity commencement date. The annuity commencement date will be the anniversary of the policy following the 85th birthday of the elder of the Owner or Joint Owner, if any, but no earlier than five (5) years after the Issue Date.
- Amount of Initial Purchase Payment Will insert payment received as of the Issue Date
- Guaranteed Interest Rate Will insert the guaranteed interest rate. Will not be less than the minimum interest rate allowed under your state insurance law and applicable rules and regulations. Will be set at issue and not changed during lifetime of contract
- Minimum Purchase Payment Will insert the minimum Purchase Payment (\$50-25,000 for the initial Purchase Payment and \$50 for any other Purchase Payment) that will be accepted into the contract as determined permittable by the risk factors in the economic/investment environment at time of issue
- Maximum Total Purchase Payments Will insert the maximum total Purchase Payments (\$500,000-50,000,000) that will be accepted into the contract as determined permittable by the risk factors in the economic/investment environment at time of issue
- Minimum Required Value Will insert the minimum Account Value that must be maintained to prevent the contract from being terminated (\$1000-5000)
- Account Value Payment Period Will insert duration of the Account Value Payment Period.
 This is the payment interval that determines the amount used to provide Annuity Benefit
 payments under this contract. The Account Value Payment Period in this contract can be
 from 5 to 10 years. It is determined as the least amount of time Annuity Benefit payments
 must be made in order to waive the contracts' surrender changes. Once the Account Value
 Payment Period is set, it will not change on an issued policy

Contract Data

- Settlement Option Computations Will use the Annuity 2000 Table for blended lives with a minimum interest rate of 1.00% 5.00%. This rate is set to encourage asset retention and is not dependent on the level of the Guaranteed Minimum Declared Rate. Once set, the rate will not change on an issued contract.
- Settlement Option Table A Will insert values applicable to the minimum interest rate stated in the Settlement Option Computations paragraph.
- Settlement Option Table B Will insert values applicable to the minimum interest rate stated in the Settlement Option Computations paragraph.
- Settlement Option Table C Will insert values applicable to the minimum interest rate stated in the Settlement Option Computations paragraph.

Page 1 of 1

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of Arkansas									
	Department Use Only									
2.	State Tracking ID									
3.	Insurer Name & Address		Domicile	Insurer License Type		NAIC Group #	NAIC#		FEIN#	State #
P.O. 1	ity Investors Life Insurance Cor Box 5423 nnati OH 45201-5423	mpany	ОН	Annuity		084	9	3661	31- 1021738	
4.	Contact Name & Address		Telephone	:#	Fa	ax #		E-mai	l Address	
Roy I P. O.	Woods Box 5420 nnati OH 45201-5420		800-854-36 Ext. 12826	649		3-412-1470			s@gafri.com	
5.	5. Requested Filing Mode Review & Approval File & Use Informational Combination (please explain): Other (please explain):									
6.	Company Tracking Number	P14298	09NW							
7.	New Submission		ıbmission	Previous file	e #					
			Individual	Franc	his	e				_
8.	Market	Gro	Group Small Large Small and Large Employer					Large		
9.	Type of Insurance	A0	2I Individual	Annuities- Def	erre	ed Non-Variable				
10.	Product Coding Matrix Filing Code		2I.002 Flexib	le Premium						
11.	Submitted Documents									

LH TD-1, Page 1 of 2 © 2009 National Association of Insurance Commissioners

	T	T					
12.	Filing Submission Date	12/30/2009					
13.	Filing Fee (If required)	Amount \$50.00 Check Date					
		Retaliatory X Yes No Check Number EFT					
14.	Date of Domiciliary Approval	Pending					
15.	Filing Description:						
	any existing form, nor has it been procontain any provisions, conditions, conormal company or industry standard Form P1429809NW is an individual	val, please find the form referenced above. This form is a new form and does not replace eviously submitted to your Department for preliminary review. This submission does not or concepts that are uncommon, unusual or possibly controversial from the standpoint of ds. This form was filed in Ohio, our state of domicile, on 12/29/2009. flexible premium deferred annuity contract. This form will be marketed to the general drepresentatives. This contract can be issued as either a non- tax qualified annuity by taching one or more endorsements.					
4.7							
16.	Certification (If required) RERY CERTIFY that I have reviewe	ed the applicable filing requirements for this filing, and the filing complies with all					
applicable statutory and regulatory provisions for the state of Arkansas							
Print	Name Roy L. Woods	Title Compliance Analyst					
Signa	lature Roy L. Woods	Date 12/30/2009					

LH TD-1, Page 2 of 2 © 2009 National Association of Insurance Commissioners INS12169

17.	Form Filing Attachment					
This f	iling transmittal is part of co	mpany tracking number	P1429809NW			
This filing corresponds to rate filing company tracking number						
	Dogument Nome	Forms Manuelson		Danlagad Forms Number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Individual Deferred Annuity			_
	Contract	D1 420000NW	Revised	
		P1429809NW	Other	
02			☐ Initial	
			Revised	
		1	Other	
03			☐ Initial	
			Revised	
		1	Other	
04			☐ Initial	
			Revised	
			Other	
05			☐ Initial	
			Revised	
		1	Other	
06			☐ Initial	
			Revised	
			Other	
07			☐ Initial	
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08			Initial	
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09			Initial	
		4	Revised	
			Other	
10			Initial	
10			Revised	
		-	Other	
11			Initial	
11			Revised	
		1	Other	
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Mailing Address: P.O. Box 5423, Cincinnati, OH 45201-5423

December 30, 2009

NAIC No. 084-93661 FEIN No. 31-1021738

Insurance Commissioner Jay Bradford Compliance - Life and Health Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904

RE: Request For Approval - Annuity Investors Life Insurance Company

P1429809NW Individual Deferred Annuity Contract

Dear Insurance Commissioner Bradford:

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards. This form was filed in Ohio, our state of domicile, on December 29, 2009.

Form P1429809NW is an individual flexible premium deferred annuity contract. This form will be marketed to the general public through appropriately licensed representatives. This contract can be issued as either a non- tax qualified annuity by itself or a tax qualified annuity by attaching one or more endorsements.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at rwoods@gafri.com.

Sincerely,

Roy L. Woods

Compliance Analyst

Roy L. Woods